

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

(1) ANA BIEDERMAN, Individually,)	
)	
Plaintiff,)	
v.)	Case No. 12-CV-251-GKF-PJC
)	
(2) ALLMERICA FINANCIAL)	
BENEFIT INSURANCE COMPANY,)	
a foreign for profit insurance company,)	
)	
Defendant.)	

COMPLAINT

COMES NOW the Plaintiff, Ana Biederman, by and through her counsel of record, Michael P. Atkinson and Andrew C. Jayne, of the law firm of Atkinson, Haskins, Nellis, Brittingham, Gladd & Carwile, of Tulsa, Oklahoma, and for her Complaint against the Defendant, states and avers as follows:

I.

Plaintiff herein is a resident of Tulsa County, State of Oklahoma.

II.

Defendant Allmerica Financial Benefit Insurance Company (“Allmerica”) is an insurance company organized under the laws of another state, with its principle place of business located in a state other than Oklahoma. Defendant Allmerica is licensed to sell insurance in the State of Oklahoma, and Defendant Allmerica does conduct business in the State of Oklahoma.

III.

The events giving rise to this action occurred within the confines of Tulsa County, State of Oklahoma.

IV.

The amount in controversy in this matter exceeds \$75,000.00, exclusive of interest and costs.

V.

This Court has jurisdiction over the parties because Plaintiff and Defendant are citizens of different states, and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, pursuant to the provisions of 28 U.S.C. § 1332(a)(1). Further, the State of Oklahoma has both specific and general jurisdiction over the Defendant by virtue of its contacts with the State of Oklahoma.

VI.

Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391.

VII.

At all relevant times, Plaintiff maintained a policy of insurance with Defendant Allmerica which contained, among other coverages, uninsured/underinsured motorist coverage.

VIII.

On or about April 12, 2011, Plaintiff was in a motor vehicle accident caused by a third party. The liability coverage maintained by the third party is insufficient to compensate Plaintiff for her injuries. Therefore, Plaintiff has made demand upon Defendant Allmerica to pay uninsured/underinsured motorist benefits. Defendant Allmerica has failed and refused to pay the demanded benefits and failed to comply with Oklahoma law.

IX.

Plaintiff alleges that Defendant Allmerica's conduct is a breach of the contract of insurance.

X.

Plaintiff further alleges that Defendant Allmerica's conduct has been in violation of its duty to act in good faith, or alternatively, has been an act of bad faith.

XI.

Plaintiff alleges she has suffered all damages compensable under the law due to Defendant Allmerica's breach of contract and failure to act in good faith and/or acts of bad faith.

XII.

Plaintiff further alleges that the failure to act in good faith and/or acts of bad faith of Defendant Allmerica have been willful, wanton, and in gross violation of its obligations as an insurer, and that Defendant Allmerica should be punished by an award of punitive damages to deter this Defendant, and other similarly situated insurance companies, from similar conduct in the future.

WHEREFORE, premises considered, Plaintiff, Ana Biederman, prays that she have and receive judgment against Defendant Allmerica Financial Benefit Insurance Company, for actual damages in a sum in excess of \$75,000.00, punitive damages in a sum in excess of \$75,000.00, her costs, attorneys' fees, and such other and further relief as the Court and jury deem to be just, equitable, and fair.

Respectfully submitted,

**ATKINSON, HASKINS, NELLIS,
BRITTINGHAM, GLADD & CARWILE**

/s/ Michael P. Atkinson \

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**JURY TRIAL DEMANDED
ATTORNEYS' LIEN CLAIMED**

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